

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION**

<b>In Re: FORD MOTOR CO. SPARK</b>	)	<b>Case No. 1:12-MD-2316</b>
<b>PLUG AND THREE VALVE ENGINE</b>	)	<b>(MDL Docket No. 2316)</b>
<b>PRODUCTS LIABILITY LITIGATION</b>	)	<b>ALL CASES</b>
	)	
	)	<b>JUDGE BENITA Y. PEARSON</b>

**FINAL ORDER AND JUDGMENT GRANTING APPROVAL  
OF CLASS ACTION SETTLEMENT**

[Resolving ECF Nos. 107 and 108]

WHEREAS, the above-titled putative class action is pending before the Court; and

WHEREAS, Plaintiffs,<sup>1</sup> on behalf of themselves and the Settlement Class in the Litigation, and Defendant, Ford Motor Company (“Ford” or “Defendant”), have entered into an Amended Stipulation of Agreement of Settlement dated June 19, 2015 (“Settlement Agreement”),<sup>2</sup> which was preliminarily approved by this Court as fair, adequate, and reasonable pursuant to Rule 23 of the Federal Rules of Civil Procedure on June 18, 2015 [ECF No. 100] and which, together with the exhibits thereto, sets forth the terms and conditions for the proposed Settlement of the Litigation and the dismissal of the Litigation with prejudice; and the Court, having read and considered the Settlement Agreement and the accompanying documents; and

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<sup>1</sup> Plaintiffs include Bill Anz; Chris Armstrong; Rodney Bender; Debra Black; Larry Black; Josh Brewer; Buckeye Management Group, LLC; Kelvin Clark; David Cooper; Stephen Davis; Gary Deyo; Buster Diggs; East Texas Poultry Supply; Richard Engleman; William Ernestburg; Rolland Garber; Elvis Gibbs; Donald Grubb; Duane Hough; Donald Ilgen; Michael Jacobsen; Frank Jares; Mark Jennings; Martina Jones; Terry Kimbrell; Kevin Kinch; Bill Kmet; Bela Kogler; Charles Kolinek; Wendy Lanzi; Ryan Luke; Bryan Miller; Roger Miller; Tom Ogden; Len Oniskey; Michael Pate; Daniel Perko; Eduardo Pezzi; Jason Phillips; Barbara Pignato; Ray Plunkett; Precast Services; Kinzie Quanina; Tim Sondgerath; Brian Spurgeon; Kevin Vincent; Robert Walker; Rodney Wall; Alan Weisberg; and Dennis White ( “Plaintiffs”).

<sup>2</sup> Capitalized terms have the same meaning as they do in the Settlement Agreement, previously filed with the Court at ECF No. 101-1.

the Court having conducted a fairness hearing on January 25, 2016 and considered all filings, evidence, and testimony presented during the hearing, including objections to the Settlement; and the Parties to the Settlement Agreement, having consented to entry of this Order; and all capitalized terms used herein having the same meanings set forth in the Settlement Agreement.

NOW, THEREFORE, IT IS HEREBY ORDERED that:

1. Pursuant to Fed. R. Civ. P. 23(b)(3), the Court certifies, only for purposes of effectuating and finalizing the Settlement, a Settlement Class consisting of all persons and entities who, prior to June 18, 2015, purchased or leased a Ford model year 2004-2008 vehicle sold or leased in the United States and equipped with a 5.4-liter 3-valve engine (including flex-fuel vehicles).
2. Excluded from the Settlement Class are: (a) all federal court judges who have presided over this case and their spouses and anyone within three degrees of consanguinity from those judges and their spouses; (b) all entities and natural persons who elected to exclude themselves from the Settlement Class as identified in the list attached as Exhibit A; (c) all entities and natural persons who have previously executed and delivered to Ford releases of all their claims; (d) all entities and natural persons who: (1) prior to the filing of the Motion for Preliminary Approval, filed an individual lawsuit (*i.e.*, a lawsuit that does not seek certification as a class action) in any court asserting causes of action of any nature, including, but not limited to, claims for violations of federal, state, or other law (whether in contract, tort, or otherwise, including statutory and injunctive relief, common law, property, warranty and equitable claims) based upon an alleged defect in the 5.4L 3-valve engine and/or spark plugs in a Class Vehicle, and (2) have not voluntarily dismissed such lawsuit without prejudice; and (e) Ford's employees, officers, directors, agents, and representatives and their

family members.

3. The Settlement Class satisfies all of the requirements of Federal Rule of Civil Procedure 23(a) (including the requirements of numerosity, commonality, typicality, and adequacy) and the requirements of Rule 23(b)(3).

4. Defendant complied with the notice requirements in the Class Action Fairness Act (28 U.S.C. § 1715). The Court's docket shows that no Attorney General objected to the Settlement Agreement or otherwise attempted to intervene or participate in the Action or the fairness hearing following receipt of the Class Action Fairness Act notice.

5. The Court appoints and finally approves Plaintiffs as Class Representatives for the Settlement Class.

6. The Court appoints and finally approves Jeffrey S. Goldenberg of Goldenberg Schneider, LPA and James C. Shah of Shepherd, Finkelman, Miller & Shah, LLP as Lead Counsel and as Class Counsel pursuant to Fed. R. Civ. P. 23(g).

7. The terms of the Settlement Agreement, and the Settlement provided for therein, are finally approved as fair, reasonable, and adequate and as being in the best interests of the Settlement Class.

8. The terms of the Settlement Agreement, and the Settlement provided for therein, are fully and finally binding on Ford, Plaintiffs, and all Settlement Class Members who did not opt out of this Settlement.

9. Ford shall fully implement all remaining terms of the Settlement Agreement including but not limited to the timely payment of all valid claims submitted by Settlement Class Members.

10. The form and content of the Postcard Notice and Long-Form Notice attached as

Exhibits C1 and C2 to the Settlement Agreement satisfy the requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, and the Rules of this Court, and were the best notice practicable under the circumstances and constituted due and sufficient notice to all persons entitled thereto.

11. Remkin Corporation, previously appointed Claims Administrator to supervise and administer the notice process, as well as to oversee the administration of the Settlement, appropriately issued notice to the Settlement Class as more fully set forth in the Settlement Agreement, which included the creation and operation of the Settlement Website.

12. Having granted final approval to this Settlement, all Settlement Class Members who did not opt out from the Settlement Class are forever enjoined from commencing or prosecuting any action, suit, proceeding, claim, or cause of action in any court or before any tribunal based upon an alleged defect in the 5.4L 3-valve engine and/or spark plugs in a Class Vehicle as described in the operative Complaint in the Litigation.

13. Having granted final approval to this Class Action Settlement, the Court dismisses on the merits and with prejudice the Master Consolidated Amended Complaint in *Daniel Perko v. Ford Motor Company*, N.D. Ohio Case No. 5:10CV514 and each and every claim in every action transferred to MDL No. 2316, forever discharging the Released Parties from all Released Claims.

14. There were ten timely objections to the Settlement. While the Court has carefully considered each objection, “that some class members object to the settlement does not by itself prevent the court from approving the agreement.” *Connectivity Sys. Inc. v. Nat’l City Bank*, No. 2:08-CV-1119, 2011 WL 292008, at \*6 (S.D. Ohio Jan. 26, 2011). In fact, in a class of nearly 4 million, “[t]he small number of objectors is a good indication of the fairness of the

settlement.” *Amos v. PPG Indus., Inc.*, No. 2:05-CV-70, 2015 WL 4881459, at \*5 (S.D. Ohio Aug. 13, 2015) (citation omitted). For the reasons set forth below, the Court overrules all the objections and finds them to be without merit.

15. The Court overrules the objection of Kyle and Gina Vandruff [ECF No. 102], who object that the Settlement fails to adequately compensate Class Vehicle owners who drove more than 120,000 miles before replacing their spark plugs. The Vandruffs own a 2006 Ford F-150 and changed the spark plugs at 121,449 miles. To be eligible for Settlement benefits, a Settlement Class Member must have the spark plug change performed prior to 120,000 miles unless they were instructed by a Ford dealer to wait to complete the work. ECF No. 101-1 at PAGEID # 5488. The 120,000 mile threshold is 20,000 to 30,000 miles past the recommended mileage to perform that service as set forth in the Owner’s Manuals for the Class Vehicles.

“Whether a settlement is fair, reasonable and adequate must be evaluated by examining the settlement in its entirety and not as isolated components.” *Enter. Energy Corp. v. Columbia Gas Transmission Corp.*, 137 F.R.D. 240, 245-46 (S.D. Ohio 1991) (citations omitted). “The court cannot modify the proposed settlement, but must approve or disapprove the proposed settlement as a whole in relations to all of those concerned.” *In re Telectronics Pacing Sys., Inc.*, 137 F. Supp. 2d 985, 1026 (S.D. Ohio 2001); see *In re Rio Hair Naturalizer Prod. Litig.*, No. MDL 1055, 1996 WL 780512, at \*11 (E.D. Mich. Dec. 20, 1996) (“The touchstone for final approval is the effect on the class ‘as a whole’ in light of the particular circumstances ....”).

The Court finds that it was reasonable for the Parties to agree to a mileage restriction on recovery as part of the negotiated resolution of this case. Once a vehicle owner makes the

decision to exceed a recommended service interval by 20-30% or more, that owner can fairly expect some additional expenses attendant to that decision. Accordingly, that a mileage restriction was negotiated does not render the overall Settlement unfair or constitutionally unjust, and that the line was drawn at 120,000 miles as opposed to 100,000 miles or 150,000 miles merely reflects fair and vigorous negotiations between the Parties.

While it is unfortunate that the Vandruffs happen to fall just outside the negotiated threshold, no matter what mileage restriction the Parties ultimately negotiated, there would always be Vehicle owners who fall just beyond the negotiated scope of recovery. However, “[i]t is neither required, nor is it possible for a court to determine that the settlement is the fairest possible resolution of the claims of every individual class member; rather, the settlement, *taken as a whole*, must be fair, adequate and reasonable.” *Shy v. Navistar Int’l Corp.*, No. C-3-92-333, 1993 WL 1318607, at \*2 (S.D. Ohio May 27, 1993) (emphasis in original). This objection, therefore, does not affect the overall fairness of the Settlement.

16. The Court overrules the similar objection of Paul Guthrie [ECF No. 103], who also complains about the 120,000-mile threshold in the Settlement. Mr. Guthrie states that he did not take his Class Vehicle in for a spark plug change until 191,013 miles – some 90,000 miles more than the recommended service interval. Mr. Guthrie further states that he interprets the Settlement to be an admission by Ford “that any customer who paid over \$300.00 was overcharged,” so that every customer should be included regardless of the mileage at the time of the spark plug change. ECF No. 103 at PAGEID # 5518. For all the reasons stated in overruling the objection of the Vandruffs, Mr. Guthrie's objection does not provide a valid basis for denying final approval to the Settlement.

17. The Court overrules the objection of Paul Henry Chalup [ECF No. 107-5, Ex.

C], who objects to the time limitation included in the Settlement that would require him to replace the spark plugs in his 2004 Ford F150 before February 17, 2017 to recover benefits. Mr. Chalup reports that as of November 21, 2015, his vehicle had only approximately 86,000 miles and it is therefore “unlikely” that he will need to replace the spark plugs within the next 13 months. Mr. Chalup argues that “(t)here should be no deadline for filing a claim for this issue.” *Id.*

Through this objection, Mr. Chalup requests an open-ended claims process that would never end. While such a process may be attractive to Mr. Chalup, it is not realistic to expect a manufacturer such as Ford to act as a guarantor of its products until the end of time. Moreover, there is nothing preventing Mr. Chalup from opting to have the replacement performed prior to 100,000 miles if he wishes to be eligible for the Settlement benefits. In short, Mr. Chalup's objection does not affect the overall fairness of the Settlement.

18. The Court overrules the objection of Edward F. Westfield. [ECF No. 106]. The Court finds that Mr. Westfield has not proven that he is a Class Member, and therefore determines that he lacks standing to object to the Settlement. Specifically, under the terms of the Settlement Agreement, Settlement Class Members are those persons or entities who purchased or leased Class Vehicles on or before June 18, 2015 (*i.e.*, the Preliminary Approval Date). However, Mr. Westfield provided a temporary certificate of registration expiring on December 5, 2015 (with an issuance date of November 25, 2015), which would appear to confirm that he is not a Settlement Class Member since there is no proof of any kind provided by Mr. Westfield that he owned or leased a Class Vehicle before November 25, 2015, let alone before June 18, 2015.

Even if Mr. Westfield had proven that he were a Class Member, the Court would deny

his objection. Mr. Westfield objects that the Settlement is unfair to so-called “do-it-yourself” owners, who performed their own spark plug replacements and purchased their own tools for that purpose. Mr. Westfield claims that he paid \$274.67 for two tools to use in a spark plug change because he “would not or could not afford” to take his vehicle to an authorized Ford dealership. Mr. Westfield further objects that the Settlement is unfair because it fails to pay him for his time spent changing his spark plugs.

Mr. Westfield's objection that the Settlement is unfair to “do-it-yourself” owners who spent \$274.67 on parts for a spark plug change is not well taken. In fact, a “do-it-yourself” owner who spent \$274.67 is in exactly the same position with respect to this Settlement as an owner who took a Covered Vehicle to a Ford dealer and paid \$274.67. However, had Mr. Westfield incurred more than \$300 in parts costs for his spark plug replacement, he would have been entitled to relief under the Settlement. “Out-of-Pocket Expenses” are defined in the Settlement Agreement as the documented and unreimbursed amounts paid to a third party repair facility or parts supplier for the parts and labor required to obtain a Spark Plug Replacement. Therefore, contrary to Mr. Westfield’s objection, the Settlement provides relief for Settlement Class Members in this category.

To the extent that Mr. Westfield argues that he should have been reimbursed by Ford for the time he spent changing his spark plugs, the Court declines to find this a sufficient basis to deny approval to the Settlement. The Court can readily envision the administrative difficulties involved with asking individual class members to calculate what they believe to be a fair labor charge to collect from Ford for the work the class member performed. Moreover, this measure of damages may not be recoverable under any of the asserted claims. The Court does not believe the absence of such a term renders the Settlement unfair or



inadequate.

19. The Court also overrules the objection of Warren L. Goin [ECF No. 109]. Mr. Goin has not yet replaced his spark plugs and objects to paying “any cost over \$300” when he eventually does replace his spark plugs. ECF No. 109 at PAGEID # 5654. Mr. Goin argues that “Ford Motor Co. should issue a voucher in the vehicles’ VIN number redeemable at a dealer for costs over \$300.” *Id.* Essentially, Mr. Goin complains that the Class should receive more money from Ford.

However, in this case, where Plaintiffs’ expert testified that a reasonable consumer would expect to pay no more than approximately \$300 for a spark plug change, Plaintiffs would have had to prevail at trial and in subsequent appeals to achieve the result desired by Mr. Goin. “[A] court may not withhold approval simply because the benefits accrued from the [agreement] are not what a successful plaintiff would have received in a fully litigated case.” *Granada Investments, Inc. v. DWG Corp.*, No. 1:89CV0641, 1991 WL 338233, at \*6 (N.D. Ohio Feb. 12, 1991) (citing *Williams v. Vukovich*, 720 F.2d 909, 922 (6th Cir. 1983)). Given the risks and inherent delays in proceeding, it was reasonable for Plaintiffs to agree to a compromise of their claims. *See Granada*, 1991 WL 338233, at \*8 (noting that “[c]ounsel’s conclusion, that the value of an immediate recovery to DWG outweighs the mere possibility of future relief after protracted and expensive litigation, was made after a competent evaluation of their case” and supports approval of the settlement as “fair, reasonable, [and] adequate”). Mr. Goin’s objection does not provide a basis to deny approval to the Settlement.

20. The Court overrules the objection of Donald Wayne [ECF No. 110], who states that he wants Ford to “reimburse me for all costs to remove and replace any and all broken plugs, including loss of time and use of vehicle,” and “to publicly accept responsibility for this

alleged defect.” ECF No. 110 at PAGEID # 5655. Mr. Wayne’s objection fails to recognize that the Settlement “is a product of compromise efforts by adversaries. Usually neither side will attain all its goals in such a settlement.” *Bronson v. Ed. Of Educ. of City Sch. Dist. of City of Cincinnati*, 604 F. Supp. 68, 78 (S.D. Ohio 1984). Mr. Wayne's insistence that he receive 100% of his costs ignores that Plaintiffs faced risks in continuing to litigate this case. Furthermore, Mr. Wayne’s objection that Ford has failed to “publicly accept responsibility for this alleged defect” seeks to require Plaintiffs to obtain relief that is likely not even available under any of the asserted claims and simply cannot be achieved through litigation.

21. The Court overrules the objection of Stephen A. Kron. The Court finds that Stephen A. Kron [ECF No. 111] has not demonstrated that he has standing to object to the Settlement. *See Tenn. Ass’n of Health Maint. Orgs., Inc. v. Grier*, 262 F.3d 559, 566 (6th Cir. 2001) (“The plain language of Rule 23(e) clearly contemplates allowing only class members to object....”). Plaintiffs have provided evidence that neither of the two vehicles Mr. Kron claims provide him with standing to object are actually Covered Vehicles under the Settlement. *See* ECF No. 116-1 at PAGEID # 5712-13. Furthermore, although Mr. Kron’s objection attached a copy of a notice that was mailed to Kron Interiors, Inc., Mr. Kron has not provided any evidence that he is authorized to object on behalf of Kron Interiors, Inc. *See, e.g., Cedric Kushner Promotions, Ltd. v. King*, 533 U.S. 158, 163 (2001) (“[t]he corporate owner/employee, a natural person, is distinct from the corporation itself, a legally different entity with different rights and responsibilities due to its different legal status”). Therefore, in the absence of any proof that the Settlement has any impact upon Mr. Kron, or that he is bound by its terms, the Court finds that Mr. Kron does not have standing to object.

Furthermore, even if Mr. Kron were a Settlement Class Member, he could be foreclosed from presenting his objection as a result of his deliberate refusal to comply with this Court’s Order

regarding the information a valid objection must contain. *See* ECF No. 100 at PAGEID # 5474 (requiring objectors to provide “a list of all cases in which the objector and/or his/her/its counsel has filed or in any way participated in—financially or otherwise—objections to class action settlements in the preceding five years”). Mr. Kron, an apparent frequent objector to class action settlements, willfully refused to do so. *See* ECF No. 111 at PAGEID # 5660 (refusing to comply with the Court’s Order, and stating “I do not see how my past objections nor my attorneys [sic] past objections have any relevance to this objection”). The Court’s Order was clear that a failure to comply with the requirements for a valid objection would have consequences. *See* ECF. No. 100 at PAGEID # 5474 (“Any member of the Settlement Class . . . who fails to otherwise comply with the requirements of this section, shall be foreclosed from seeking adjudication or review of the Settlement by appeal or otherwise.”). Nevertheless, because the Court has an independent duty to evaluate whether the Settlement is fair, reasonable, and adequate, the Court will consider the substance of the objections presented by Mr. Kron *sua sponte*.

Mr. Kron first objects that the Settlement unfairly allocates benefits in violation of the “‘preferential treatment’ test” in *Vassalle v. Midland Funding LLC*, 708 F.3d 747, 755 (6th Cir. 2013). This objection is not well taken. The settlement in *Vassalle* provided a benefit to the named plaintiffs – exoneration of the debt they owed to the defendant – that was not provided to absent class members. *Id.* at 756. Here, because the named Plaintiffs will file claims for the same substantial Settlement benefits being offered to the absent class members, there is no preferential treatment for the named Plaintiffs.

Mr. Kron next argues that the “Settlement creates an unfair and unreasonable claim threshold” of \$300 before a Settlement Class Member is eligible for benefits. ECF No. 111 at PAGEID # 5660. Mr. Kron states that Settlement Class Members “should be permitted to obtain recovery” even if they

did not spend in excess of \$300 to replace eight spark plugs (or \$37.50 per plug). *Id.* The Court finds this objection lacks merit.

Every Class Vehicle's spark plugs must be changed at some point – it is a required maintenance item. Therefore, the issue in this case is not that Settlement Class members incurred any costs at all when having their spark plugs replaced, but rather whether they incurred “excessive costs,” or as this Court described it, “more than they would have [paid] absent the defect.” ECF No. 81 at PAGEID # 5265. Therefore, the Court finds that it was reasonable to set a claim threshold. *See, e.g., Wade v. Kroger Co.*, No. 3:01CV-699-R, 2008 WL 4999171, at \*2 (W.D. Ky. Nov. 20, 2008) (finding \$50 de minimis threshold in class settlement “not only fair and reasonable, but appropriate”); *In re Glob. Crossing Sec. & ERISA Litig.*, 225 F.R.D. 436, 463 (S.D.N.Y. 2004) (finding that “Lead Counsel acted reasonably in including a \$10 de minimis threshold in the allocation plan” and that 16 other cases included “court-approved distribution plans involving de minimis thresholds of \$10 or more”).

As to the amount of that claim threshold, Plaintiffs provided evidence that reasonable consumers would expect to pay approximately \$300 for replacing eight spark plugs. Mr. Kron does not provide any contrary evidence, and in fact does not even identify what he believes a fair and reasonable claim threshold would be. Additionally, Mr. Kron does not provide any evidence to prove that a Settlement Class Member who spent less than \$300 to replace eight plugs has been damaged in any way.

Mr. Kron's suggestion that the Court should limit the scope of released claims to include only those with expenses over \$300 [ECF No. 111 at PAGEID # 5661] fails for the same reason. As such, Mr. Kron's suggestion that Class Counsel identify the number of Settlement Class Members who do not meet the \$300 threshold would be a waste of resources for no discernable benefit to the Settlement

Class. *See* ECF No. 111 at PAGEID # 5661.

Mr. Kron's argument that there is no adequate representative for those Settlement Class Members who paid less than \$300 for a spark plug change ignores the record in this case. *See* ECF No. 81 at PAGEID # 5264 (noting that four plaintiffs "paid \$280 or less to replace eight plugs"). Therefore, this argument is without merit.

Similarly, the Court rejects as contrary to the record Mr. Kron's argument that Mr. Perko's interests are purportedly "directly opposed to the interest of the Class" (ECF No. 111 at PAGEID # 5661) because his personal vehicle is not covered by the Settlement. While the Complaint indicates that Mr. Perko owns a Ford vehicle not covered by this Settlement, Mr. Perko explained during his deposition that he personally owned another Ford vehicle covered by the Settlement (ECF No. 42-27 at PAGEID # 2520, 2522). Accordingly, there is evidence in the record that Mr. Perko is an appropriate Class Representative whose interests are aligned with those of the Settlement Class.

Mr. Kron's next objection is that the Settlement "precludes Class Members with less than 100,000 miles from obtaining relief." ECF No. 111 at PAGEID # 5661-62. This is simply untrue. The Settlement expressly permits Class Members with fewer than 100,000 miles on their Covered Vehicles to submit a valid claim for relief. *See* ECF No. 101-1 at PAGEID # 5488 ("'Spark Plug Replacement' means replacement or attempted replacement of one or more spark plugs that occurred when the Class Vehicle had been driven no more than 120,000 miles ..."). Mr. Kron's further assertion that Ford should provide an unlimited warranty on its vehicles by allowing a claims process that never ends borders on frivolous, and is rejected.

Mr. Kron further objects that the Settlement is unreasonable because it allegedly excludes "do-it-yourself" owners/lessors. ECF No. 111 at PAGEID # 5662. Once again, Mr. Kron's objection is contrary to the record. The Settlement Agreement states that Settlement benefits are determined

based upon the “Out-of-Pocket Expenses Incurred,” and specifically defines “Out-of-Pocket Expenses” as “the documented and unreimbursed amounts paid to a third-party repair facility or parts supplier for the parts and labor required to obtain a Spark Plug Replacement.” ECF No. 101-1 at PAGEID # 5485. The Notice states, “Class Members are entitled to partial reimbursement for the documented and unreimbursed amounts paid to a Ford-authorized dealer, third-party repair facility or parts supplier for the parts and labor required to obtain a Spark Plug Replacement.” ECF No. 94-5. Therefore, the Settlement plainly provides that do-it-yourself owners/lessors are eligible for Settlement benefits just the same as those owners/lessors who had someone else do the work. Therefore, the Court declines to order a second round of notice as it is unnecessary and would prejudice actual Settlement Class Members by delaying settlement implementation.

Finally, Mr. Kron argues that “Class Counsel’s fee request is unreasonable and unfair to the Class.” ECF No. 111 at PAGEID # 5663. Mr. Kron’s objection is not that Class Counsel’s fee request is too large, or that the requested hourly rates are too high. Instead, Mr. Kron argues that the “Court should deny Class Counsel’s fee request until the Settlement’s deficiencies are corrected.” *Id.* Because the Court has rejected Mr. Kron’s arguments, the Court finds there are no “deficiencies” that justify withholding approval of Class Counsel’s fee request.

22. The Court overrules the objection of Anthony (Tony) Vicari [ECF No. 112], who objects that the Settlement requires persons who waited more than 120,000 miles before having their spark plugs changed to demonstrate that they were instructed by a Ford dealership to wait to change the plugs. ECF No. 112 at PAGEID #5668. Mr. Vicari states that in his individual case, it was his independent mechanic, and not a Ford mechanic, that instructed him to wait. *Id.* He would like the Settlement to “be opened up to those parties that meet all the other stipulations of the agreement but were advised by a [non-Ford] mechanic to wait for the work to be performed.”

*Id.*

“Whether a settlement is fair, reasonable and adequate must be evaluated by examining the settlement in its entirety and not as isolated components.” *Enter. Energy Corp.*, 137 F.R.D. at 245-46 (citations omitted). “The court cannot modify the proposed settlement, but must approve or disapprove the proposed settlement as a whole in relations to all of those concerned.” *In re Telectronics Pacing Sys., Inc.*, 137 F. Supp. 2d at 1026. *See Evans v. Jeff D.*, 475 U.S. 717, 727, 106 S.Ct. 1531, 89 L.Ed.2d 747 (1986); *In re Rio Hair Naturalizer Prod. Litig.*, 1996 WL 780512, at \*11 (“The touchstone for final approval is the effect on the class ‘as a whole’ in light of the particular circumstances ....”).

Mr. Vicari’s objection to this one aspect of the Settlement does not demonstrate that the overall agreement is so deficient as to require this Court to deny approval. *See Bronson*, 604 F. Supp. at 78 (“The Court must respect the terms derived from the parties’ negotiations as long as the agreement does not violate constitutional standards and is found adequate, reasonable, and fair.”)

23. The Court overrules the objection of Vivian Ethel Phillips [ECF No. 113]. Ms. Phillips’ objection is that she wishes to be included in the Settlement despite her belief that she is not able to meet all the criteria to participate. ECF No. 113 at PAGEID # 5672. This is a very personal objection that does not provide any basis to disrupt the provision of settlement benefits to hundreds of thousands of class members. Moreover, if she submits a claim, Ford has agreed to consider it as a matter of goodwill. *See* ECF No. 116 at PAGEID # 5708.

Ms. Phillips states that the spark plugs on her 2005 F250 were replaced at 134,320 miles. *Id.* To recover benefits for a repair in excess of 120,000 miles, Ms. Phillips is required to submit a declaration that she was instructed to wait to replace the spark plugs by a Ford dealer.

See ECF No. 101-1 at PAGEID # 5488. However, Ms. Phillips' husband is the one who took the vehicle in for repairs, and he is deceased. ECF No. 113 at PAGEID # 5672. Therefore, Ms. Phillips believes she is unable to comply with the Settlement requirements, and requests that the Settlement provide "an alternate option" for proving that she was instructed to wait to have her spark plugs changed. *Id.* at PAGEID # 5673.

However, as noted, "[t]he court cannot modify the proposed settlement, but must approve or disapprove the proposed settlement as a whole in relations to all of those concerned." *In re Telectronics*, 137 F. Supp. 2d 985 at 1026. While modifying the Settlement as Ms. Phillips requests may make her claim easier to prove, the Court does not have the power to force the Parties to alter what it has found to be a fair, reasonable, and adequate Settlement to accommodate Ms. Phillips.

24. The Court overrules the objection of John F. Ivory III [ECF No. 114], whose objection is based in part on a misunderstanding of the Settlement. He states that his "Ford F 250 has only 73,000 miles," and "[t]o be required to have the tune up performed by February 2016 would be a financial hardship ...." ECF No. 114 at PAGEID # 5678. In reality, Mr. Ivory has until February 2017 to have his spark plugs changed. While this may not be the full amount of time Mr. Ivory would like, it does provide him with an additional year to have the work performed.

Mr. Ivory next objects that as a part of the Settlement, "Ford Motor Company requires me to use an authorized dealer and pay their high rates for the tune up." *Id.* Mr. Ivory states that "I can purchase the plugs, and pay the labor for about 60 percent of the amount the dealer has quoted." *Id.* Of course, Mr. Ivory is not required to utilize a Ford dealership to have the spark plug replacement. If he truly believes that he can save money by electing to have an



independent mechanic perform the work, he is free to do so. However, if Mr. Ivory would prefer to protect against a higher than expected cost should some of the plugs break, he can go to the Ford dealer and remain eligible to obtain Settlement benefits. It is his choice.

Finally, Mr. Ivory argues that “Ford should stand behind their vehicle and fix this problem and hold the customer harmless.” *Id.* While Mr. Ivory does not explain how Ford should “hold the customer harmless,” Mr. Ivory appears to be requesting that Ford pay all costs involved with changing the spark plugs in a subject vehicle. However, as with the objections of Mr. Whayne and Mr. Goin, Mr. Ivory fails to account for the litigation risk involved with proceeding in this case. *See Bronson*, 604 F. Supp. at 82 (“a good settlement, fair to all sides, is infinitely preferable to the risk or the reality of a bad result at trial”) Accordingly, Mr. Ivory’s objection does not provide a valid basis to deny approval of the Settlement.

25. Having considered the relative contributions of the Named Plaintiffs to this litigation, the Court finally approves Contribution Payments to the Named Plaintiffs as follows: (a) Bill Anz (\$5,000); (b) Chris Armstrong (\$5,000); (c) Rodney Bender (\$5,000); (d) Debra Black (\$3,750); (e) Larry Black (\$3,750); (f) Josh Brewer (\$5,000); (g) Buckeye Management Group, LLC (\$5,000); (h) Kelvin Clark (\$5,000); (i) David Cooper (\$5,000); (j) Stephen Davis (\$5,000); (k) Gary Deyo (\$5,000); (l) Buster Diggs (\$5,000); (m) East Texas Poultry Supply (\$5,000); (n) Richard Engleman (\$5,000); (o) William Ernestburg (\$5,000); (p) Rolland Garber (\$5,000); (q) Elvis Gibbs (\$5,000); (r) Donald Grubb (\$5,000); (s) Duane Hough (\$5,000); (t) Donald Ilgen (\$5,000); (u) Michael Jacobsen (\$5,000); (v) Frank Jares (\$5,000); (w) Mark Jennings (\$5,000); (x) Martina Jones (\$3,000); (y) Terry Kimbrell (\$2,000); (z) Kevin Kinch (\$5,000); (aa) Bill Knet (\$5,000); (ab) Bela Kogler

(\$5,000); (ac) Charles Kolinek (\$5,000); (ad) Wendy Lanzi (\$2,000); (ae) Ryan Luke (\$5,000); (af) Bryan Miller (\$5,000); (ag) Roger Miller (\$5,000); (ah) Tom Ogden (\$5,000); (ai) Len Oniskey (\$5,000); (aj) Michael Pate (\$5,000); (ak) Daniel Perko (\$5,000); (al) Eduardo Pezzi (\$2,000); (am) Jason Phillips (\$5,000); (an) Barbara Pignato (\$5,000); (ao) Ray Plunkett (\$3,000); (ap) Precast Services (\$5,000); (aq) Kinzie Quanina (\$3,000); (ar) Tim Sondgerath (\$5,000); (as) Brian Spurgeon (\$5,000); (at) Kevin Vincent (\$5,000); (au) Robert Walker (\$5,000); (av) Rodney Wall (\$5,000); (aw) Alan Weisberg (\$5,000); and (ax) Dennis White (\$7,500).

26. Having considered Class Counsel's request for the payment of attorneys' fees and expense reimbursement and all objections related thereto, and based upon all previous filings in this action the Court finds as follows:

(a) Rule 23(h) of the Federal Rules of Civil Procedure authorizes a court to award "reasonable attorney's fees and nontaxable costs that are authorized by law or by the parties' agreement." Ford has agreed to pay a combined fee and expense award of \$5,250,000. Therefore, Class Counsel's fees are authorized by the parties' agreement. Negotiated and agreed-upon attorneys' fees as part of a class action settlement are encouraged as an "ideal" toward which parties should strive. *Bailey v. AK Steel Corp.*, No. 1:06-cv-468, 2008 U.S. Dist. LEXIS 18838, at \*3 (S.D. Ohio, February 28, 2008).

(b) The Court first determines, based upon its review of the evidence presented, that Class Counsel is entitled to \$418,240.73 in their reasonable documented costs and expenses as these costs and expenses are typically billed by attorneys to paying clients in the marketplace and include normal costs incurred in connection with travel, experts, computerized research, court filing and services, deposition and court reporters, and document

storage, printing, copying, and shipping. *See New Eng. Health Care Emples. Pension Fund v. Fruit of the Loom, Inc.*, 234 F.R.D. 627, 635 (W.D. Ky. 2006) (approving reimbursement of these categories of expenses); *Zarwasch-Weiss v. SKF Economos USA, Inc.*, 838 F. Supp. 2d 654, 675 (N.D. Ohio 2012) (similar).

(c) The Court next determines, based upon its review of the evidence presented, that Class Counsel is entitled to a reasonable fee, and will use the lodestar method of fee calculation to determine that reasonable fee. Because Class Counsel seeks a combined fee and expenses award of \$5,250,000, and the Court has already awarded \$418,240.73 in reasonable expenses, Class Counsel seeks a fee award of \$4,831,759.27.

(d) The first step in a lodestar fee calculation is to determine the number of hours reasonably expended on the litigation by Class Counsel. *See Bldg. Serv. Local 47 Cleaning Contractors Pension Plan v. Grandview Raceway*, 46 F.3d 1392, 1401 (6th Cir. 1995). The Court has carefully reviewed the evidentiary submissions by Class Counsel regarding the number of hours reasonably expended on this litigation. *See City of Plantation Police Officers' Employees Ret. Sys. v. Jeffries*, No. 2:14-CV-1380, 2014 WL 7404000, at \*13 (S.D. Ohio Dec. 30, 2014) (concluding that the number of hours expended on the litigation were reasonable based on a similar evidentiary submission). Based upon this evidentiary submission, and in conjunction with the Court's own observations and knowledge of the complexity of the case, the use of experts, the nature and quality of the filings, the time constraints, and the results ultimately achieved, the Court finds that the number of hours reasonably expended by the Plaintiffs' Executive Committee during the nearly six years that this litigation has been pending is 15,178.05.

(e) The second step in a lodestar fee calculation is to determine the

appropriate hourly rates for the attorneys and staff who worked on the case. *See Bldg. Serv. Local 47*, 46 F.3d at 1401. The Court has carefully reviewed the evidentiary submissions by Class Counsel regarding the historic hourly rates of the attorneys and staff who worked on this case. Based upon these evidentiary submissions, the Court's independent knowledge of the complexity of the case, the inherent risk involved in this litigation, the nature and quality of the filings and professionalism of the counsel involved, and the results ultimately achieved, the Court finds the hourly rates are reasonable.<sup>3</sup>

(f) The Court notes that Class Counsel's reasonable hourly rates multiplied by the hours reasonably expended yields a lodestar calculation of \$7,740,497, an amount that is significantly greater than the \$4,831,759.27 sought by Class Counsel.<sup>4</sup>

(g) In light of the foregoing, the Court's consideration and evaluation of the factors set forth in *Adcock-Ladd v. Sec'y of Treasury*, 227 F.3d 343, 350 (6th Cir. 2000), and based upon the Court's review of all evidence in the record, combined with the Court's independent observations and knowledge of the complexity of the case, the use of experts, the nature and quality of the filings, the time constraints, and the results ultimately achieved, the Court awards \$5,250,000 in Attorneys' Fees and Expenses to Class Counsel. Lead Counsel shall make all determinations regarding the allocation of fees and expenses among all class

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<sup>3</sup> It was reasonable to employ counsel from outside this District to prosecute this case because of the national scope of the litigation (plaintiffs from 24 different states) and the highly-specialized and talented opposing counsel. *See Louisville Black Police Officers Org. v. City of Louisville*, 700 F.2d 268, 278 (6th Cir. 1983). As such, the Court elects to utilize the national hourly rates provided by Class Counsel to assess and approve Class Counsel's fee. *See Northcross v. Board of Education of Memphis City Schools*, 611 F.2d 624, 633 (6th Cir. 1979).

<sup>4</sup> *See, e.g., Lonardo v. Travelers Indem. Co.*, 706 F. Supp. 2d 766, 793-94 (N.D. Ohio 2010) (approving hourly rates up to \$825 "based on this Court's knowledge of attorneys' fees in complex civil litigation and multi-district litigation"); *Amos*, 2015 WL 4881459, at \*11 (noting that a factor in favor of finding the fee application reasonable was that the attorneys sought 25% less than their full lodestar).

counsel.

27. The Court hereby retains jurisdiction over the implementation, administration, interpretation, and enforcement of this Settlement.

SO ORDERED.

DATED: January 26, 2016

/s/ Benita Y. Pearson  
THE HONORABLE BENITA Y. PEARSON  
UNITED STATES DISTRICT JUDGE

# EXHIBIT A

**Amended List of Names and Addresses of Class Members Who Submitted Valid Requests For Exclusion From Settlement**

Name	Address	Address 2	City	State	Zip
ACADEMY WOODS APTS	95 CEDAR LN APT 2B	APT 2B	FLORENCE	NJ	08518-2902
ADVANCED PAINTING	4857 W 147TH ST	STE F	HAWTHORNE	CA	90250-6735
ALAN J SANBORN	N3940 CHRISTENSEN RD		MORAN	MI	49760
ALBERTO CAMARGO ESQUIVEL	25765 CUMMINGS VALLEY RD		TEHACHAPI	CA	93561-7622
ALLAN J RUTH	14508 HUNTINGTON DR		PLYMOUTH	MI	48170-2650
ANDRES G RUIZ	6760 W VALENCIA RD		TUCSON	AZ	85757-9582
ANN S CAVENDER	PO BOX 75280	9629 WEST SIX MILE ROAD	SALEM	MI	48175-0280
ANNETTE C VEDDER	5675 SHIRLEY ANN DR		HARRISON	MI	48625-9699
ANNMARIE BONNER	12 OLD RED MILL RD		RENSSELAER	NY	12144-9626
ANTHONY WHITE	2792 E BRESSINGHAM WAY		BLOOMINGTON	IN	47401-4169
ARCCO OF ST LUCIE	PO BOX 12909		FORT PIERCE	FL	34979
ARIEL A ERBELDING	290 E MAIN ST		VICTOR	NY	14564-1309
ARNOLD A WIRTH	17921 510TH AVE		AMES	IA	50014-9479
ARTHUR C WOOD	12201 MERIT DR #1000		DALLAS	TX	75251
ARTHUR R JONES	5128 S 300TH PL		AUBURN	WA	98001-2336
AUSTIN WILSON	125 HILDA DR		VICKSBURG	MS	39180
BANK FARMS INC	12063 WAUKON RD N		EDWALL	WA	99008-9590
BARNART CRANE & RIGGING CO	2579 STEVENS DR		RICHLAND	WA	99354
BARRY J MASHUDA	N7098 COUNTY ROAD Y		PRINCETON	WI	54968-8842
BEATRICE V STAHN	22299 GATEWAY DR		OSAKIS	MN	56360-4808
BEN H FALLIN	6481 MESEDGE LN		COLORADO SPGS	CO	80919-1889
BETSY A THOMAS	41 W SANDY POINT RD		POQUOSON	VA	23662-1315
BETTE V MAJEWSKI TTE OF	2943 US HIGHWAY 380		BINGHAM	NM	87832
BETTY W SMITH	1372 WILLIAMS RD		SILVERSTREET	SC	29145-9350
BILL G RAMIREZ	1329 W KIOWA AVE		HOBBS	NM	88240
BILLY E SEWELL	8038 HODGESVILLE RD		DOTHAN	AL	36301
BLAKESLEE LYNETTE TTEE	5209 TELSTAR LN		GREAT BEND	KS	67530
BONNIE J GILES	5004 ROSEWATER LN		INDIAN TRAIL	NC	28079
BRADLEY EASTERDAY	750 S TOWNSHIP ROAD 197		ATTICA	OH	44807-9736
BRADLY LEFEVER	984 S SOMMERSET TRL		COLUMBIA CITY	IN	46725
BRADLY R KRAUTBAUER	12450 AFTON AVE NE		MONTICELLO	MN	55362-3269
BRANDON J HAYDEN	81255 N GOLDA RD		HERMISTON	OR	97838-7316

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Name	Address	Address 2	City	State	Zip
BRANDON VITERNA	308 N 4TH ST		PLAINVIEW	NE	68769-4012
BRENDA L WROTEN	8470 BUSSENIUS RD		PASADENA	MD	21122-4608
BRENTON M RIPLEY	676 N 1200 E		MAPLETON	UT	84664-5622
BRETT M BRONSON	610 ROSEBUD LN		NEPTUNE BEACH	FL	32266
BRIAN L HUSS	13989 S DIXIE HWY		MONROE	MI	48161-9300
BRUCE A ZEMANOVIC	S72W16460 JANESVILLE RD	APT H	MUSKEGO	WI	53150
BRUCE G KIDDER	62 WILD WOOD LN		ELLOREE	SC	29047
BRUCE J MCCOY	PO BOX 2306		COLORADO CITY	AZ	86021-2306
BRYAN HENSEL	13897 COUNTY HIGHWAY 29	APT 302	FRAZEE	MN	56544
CALVIN H FELIX	1211 COCHRAN MILL RD		CLAIRTON	PA	15025
CALVIN ROPER JR	1668 FORESTER DR		CINCINNATI	OH	45240-1032
CARDINAL BOARD OF EDUCATION	15982 E HIGH ST BOX 188		MIDDLEFIELD	OH	44062-9474
CARL A PIECKI	312 BOLLIS RD		WEST SENECA	NY	14224
CARL J WANNEMACHER JR	46597 BENNY LN		PERHAM	MN	56573
CAROL A PRICE	185 JOHN COURSEY RD		ELLABELL	GA	31308-4507
CAROLINE L PAWELEK	38964 FM 490		EDINBURG	TX	78541-7416
CAROLYN HEBEL	3919 CAMBRIDGE CT		CULLEOKA	TN	38451
CAROLYN J VANSLAMBROUCK	5531 KENTON BLF		SAN ANTONIO	TX	78240-1578
CARROLL BORDEN	126 COUNTY ROAD 246		IUKA	MS	38852-6918
CATHY L DEAN	946 OLD TOOMSBORO RD		DUBLIN	GA	31021
CHAD M STUDDERT	36781 PELO RD		CLAYTON	NY	13624-3295
CHARLES A STEERMAN	30485 JO ANN ST		WALKER	LA	70785-6811
CHARLES D EVERTS	2011 S 4TH ST		LAMESA	TX	79331-5835
CHARLES D NIGHTENGAL	12261 N BEAVER RD		SCOTT CITY	KS	67871-6063
CHARLES F STOCKING	1690 CHAMBERLAIN RD		NEWARK VALLEY	NY	13811-2834
CHARLES R QUEEN	904 CEDAR CREST CT	APT D	EDGEWOOD	MD	21040-1708
CHARLES W JOHNSON JR	1112 BOYDS CREEK HWY		SEYMOUR	TN	37865-4533
CHARLIE BOLLING JR	626 N ESHMAN AVE		WEST POINT	MS	39773-2268
CHARLIE F ATTAWAY	1175 LAKE STONE LEA DR		OXFORD	GA	30054-3630
CHESTER E BORDERS	5821 S OAKLANDS DR		TUCSON	AZ	85746
CHRISTOPHER R KLIR	2388 MULBERRY ST		BOURBONNAIS	IL	60914-2777
CITATION OIL & GAS	14077 CUTTEN RD		HOUSTON	TX	77069-2212
CITY OF HUNTINGTON	300 CHERRY ST		HUNTINGTON	IN	46750



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Name	Address	Address 2	City	State	Zip
CITY OF MOLINE	619 16TH STREET		MOLINE	IL	61265-1611
CITY OF UNALASKA	43 RAVEN WAY	PO BOX 610	UNALASKA	AK	99685
CLARA T GROSS	4790 H D ATHA RD		COVINGTON	GA	30014
CLARENCE B MITZELFELT	612 COON CREEK RD		METAMORA	IL	61548-9328
CLARENCE J OLIVA JR	2016 DUBOIN RD		NEW IBERIA	LA	70560-0476
CLAUDE J STAYLOR	409 RED SAIL WAY		SATELLITE BCH	FL	32937-3719
CLIFFORD D MARTIN	305 W POPLAR ST		BLOOMFIELD	IA	52537-1325
CONNIE D CROUSEY	940 WATERFORD		CASPER	WY	82609-3232
CYNTHIA PETERSON	2210 VIRGINIA LN		HASLET	TX	76052
DALE B MEINERS	308 N CRAWFORD ST		CARROLL	IA	51401-2234
DALE E STEADHAM	3012 HIGHWAY 4A		CENTURY	FL	32535-3337
DANIEL C ADAMS	4900 FRAGRANT CLOUD LN		KNOXVILLE	TN	37918-8143
DANIEL CORCORAN	873 DARTMOOR DR		CRYSTAL LAKE	IL	60014-8836
DANIEL J PAUKERT	470 ROGERS ST		ROBINS	IA	52328
DANIEL J SKALA	4625 COUNTY ROAD QQ		ORLAND	CA	95963-9683
DANIEL J TIPTON	6520 VILLAGE DR		CASPER	WY	82604-3609
DANIEL TARDIVO	1092 HOMEWOOD DR		LAKEWOOD	OH	44107-1450
DARREL CHILDERS	13458 KY 6		CORBIN	KY	40701-7558
DARRYL P SCHERER	304 SAINT FRANCIS ST		BAY ST LOUIS	MS	39520
DAVID CARTWRIGHT	921 N MAIN ST		EUREKA	KS	67045-1153
DAVID H KRAUTSCHEID	7180 NW KAISER RD		PORTLAND	OR	97229-1517
DAVID R STOCKWELL	10331 HALTON TER		LANHAM	MD	20706-2369
DAVID V CORADI	918 WASHINGTON AVE		MONACA	PA	15061-2036
DAVID W DEAN	946 OLD TOOMSBORO RD		DUBLIN	GA	31021
DAVIS BOND	PO BOX 92		HICKORY	MS	39332-0092
DE J ZAVALA ANTONIO	1721 W ORANGE GROVE AVE		POMONA	CA	91768-2030
DEAN R MILLER	203 LARK ST		AMARILLO	TX	79124
DEBBIE M STICKNEY	16 PORTABELLO RD		CHELSEA	ME	04330-1016
DELBERT E JARVIS	PO BOX 34		TIOGA	WV	26691-0034
DELIA SHOULTS	57241 VALLEY VIEW RD		RUSSELLVILLE	MO	65074-3063
DELWIN L LARUE	120 N WATER ST		STOCKTON	KS	67669-1710
DENNING LIVING TRUST	10755 READING RD		READING	MI	49274-9317
DENNIS A STEWART	3237 MAIN ST		CONESTOGA	PA	17516

**Amended List of Names and Addresses of Class Members Who Submitted Valid Requests For Exclusion From Settlement**

Name	Address	Address 2	City	State	Zip
DENNIS C DURST	5317 CLEAR LAKE RD		NORTH BRANCH	MI	48461-8944
DIANE L FLAGG	37 ABEL RD		RINDGE	NH	03461-5402
DICK HILL & SON HTG AC INC	693 INDIANA AVE		RICHMOND	IN	47374
DON INMAN OR NEOMA INMAN	20612 S 4120 RD		CLAREMORE	OK	74019
DONA M TOENJES	9351 COACH STOP RD		COLUMBIA	IL	62236-3431
DONALD D PARK	315 S 4TH ST		ONEILL	NE	68763-1839
DONALD G LAYSON	4648 NORTH TOWNE BLVD	APT D	COLUMBUS	OH	43229-5750
DONALD O WAITE	3454 E HOOPPOLE RIDGE RD NE		MCCONNELSVLE	OH	43756
DONALD R COOK	17 JONES PL		JACKSONVILLE	IL	62650
DONALD R KUBESH	350 E POST ST	PO BOX 315	LONE PINE	CA	93545-0315
DONALD W LENSCH	5612 27TH AVENUE DR		VINTON	IA	52349-9347
DOROTHY & WESLEE JOHNSON	135 SPRING DR		DILLSBURG	PA	17019-9730
DOROTHY J POWELL	10352 ACORN AVE		ELDON	IA	52554-8164
DOUGLAS A JONES	PO BOX 462		NESS CITY	KS	67560-1644
DOUGLAS SADLER	45234 174TH ST		WATERTOWN	SD	57201-7658
DOUGLAS SKJORDAL	221 2ND ST NE BOX 394		KENMARE	ND	58746-0394
DOYLE W TUCKER	PO BOX 1312		CONWAY	AR	72033-1312
DUNN ENGRS INC	400 S RUFFNER RD		CHARLESTON	WV	25314-1542
DUSTIN J COLLINS	1017 CRYSTALWATER DR		FUQUAY VARINA	NC	27526-5228
EARL E BRADFORD	898 VILLAGE RD		SMITHFIELD	ME	04978-3111
EARL W KEISTER SR	6669 CONVENT BLVD		SYLVANIA	OH	43560-2851
EDWARD A MAZZEI	281 LASSEN DR		SAN BRUNO	CA	94066
EDWARD E FOUGHT	3549 COUNTY ROAD 170		FREMONT	OH	43420
EDWARD J MARKUS	1575 E STELLON ST		DIAMOND	IL	60416-6029
EDWARD L GOINGS	1909 PRAIRIE TRAIL CT		PLAINFIELD	IL	60586-8666
EDWARD LIST	724 SUNFLOWER DR		CHESANING	MI	48616
ELAINE M KLUGESHERZ	641 SHADOW LN		SAINT CLAIR	MO	63077
ELIZABETH EASTERDAY	750 S TOWNSHIP ROAD 197		ATTICA	OH	44807-9736
ELLIOTT S BARRAT	33255 BAINBRIDGE RD		OLON	OH	44139
ELLIS E SOLLENBERGER	PO BOX 64		CURRYVILLE	PA	16631
ELZA F SCHROEDER JR	1128 W SEARS ST		DENISON	TX	75020-3326
EMILY M STOLLER	2126 168TH RD		SABETHA	KS	66534
ERIC W MCKILLIP	3904 MISSION RD NE		SAINT PAUL	OR	97137-1600

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Name	Address	Address 2	City	State	Zip
ERROL M RIDDLE	318 S MAPLE HILL RD		KELSO	WA	98626-9474
EUGENE C ANDERSON	2532 50TH AVE		VIOLA	IL	61486-9569
EVELYN M SCHULTZ	7100 DRUMHELLER RD		BATH	MI	48808-9715
EXECUTOR OF ESTATE OF REX EARL WIDAU	10689 DARNEAL DRIVE		FOUNTAIN	CO	80817
FE6421	240 KNAPP BLVD		NASHVILLE	TN	37217-2556
FELIPE BEROZA JR	414 RUTLEDGE ST		COLLIERVILLE	TN	38017-2423
FERMIN TREVINO	4597 GANZER RD W		KRUM	TX	76249-6002
FRANK CORDELL	1751 MANHATTAN DR		E WENATCHEE	WA	98802-8417
FRANK J GRIMM	949 CHADRON AVE		CHADRON	NE	69337-2600
FRANK R DABBS	8051 EASTABOGA RD		EASTABOGA	AL	36260-5722
FRED W HUBLER	618 GRANDVIEW AVE		CAMP HILL	PA	17011-1816
FREDERICK L NICOL JR	14703 KELLYWOOD LN		HOUSTON	TX	77079-6416
FREDRICK CERISANO	664 WARM SPRINGS RD		WINCHESTER	VA	22603-2721
GAIL A LEONARD	521 CAYUGA ST		FULTON	NY	13069
GARLAND L BOSTON	8729 LANTERN LITE PKWY		LOUISVILLE	KY	40220-2962
GARY L LAFFERTY	738 HURFFVILLE CROSSKEYS RD		SEWELL	NJ	08080-3319
GEORGE E TAYLOR	30727 OLD RIVER RD		DENHAM SPGS	LA	70726
GEORGE G WREN	1205 TORRINGTON RD		HOLLY HILL	SC	29059-8791
GEORGE H SPANGENBERG	424 WALNUT ST		LUZERNE	PA	18709
GEORGE T LEE	PO BOX 262		POWHATAN	VA	23139-0262
GERALD F FOOTE	409 PARK AVE	# 708	CLOQUET	MN	55720-1452
GERALDINE S PATTYDRIVER	8540 MISTY VALLEY WAY		ANTELOPE	CA	95843-3740
GINA SNODGRASS	3805 S 875 E		ZIONSVILLE	IN	46077-8789
GLENN A ANDERSEN JR	845 N FLAT ST		PENN YAN	NY	14527-9143
GLENN D HARRIS	895 LINWOOD SUGG RD		SNOW HILL	NC	28580
GLENN L DOBSON	4779 SE 115TH ST		BELLEVUE	FL	34420-3824
GLORIA A LEWIS	1625 W WASHINGTON ST		KENNETT	MO	63857-1555
GORDON V TAROZZI	40 BRETWOOD LN		CENTERVILLE	MA	02632-3106
GREENFIELD CONTRACTORS LLC	13500 TOWNSHIP ROAD 1050 N		BRADFORD	IL	61421-7610
HAROLD B ORMOND JR	157 CROATAN AVE	PO BOX 117	BATH	NC	27808
HAROLD C WADLEY	5014 OLD LOHMAN RD		JEFFERSON CTY	MO	65109-0323
HEATH INC	422 DELLWOOD ST		BRYAN	TX	77801

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Name	Address	Address 2	City	State	Zip
HELMER O HOMME	PO BOX 66	# 66	WINGER	MN	56592-9474
HENDERSON JAMES L AND HENDERSON KAREN D	31412 STATE HIGHWAY 8		CHEROKEE	OK	73728-5805
HENRY A GREGORY	520 COUNTY ROAD 109		NORFORK	AR	72658
HOWARD & ASSOCS INTL INC	1416 HUGH WALLIS RD S		LAFAYETTE	LA	70508-2522
HSIU H ROJAS	10781 SPRUCE BOUGH ST		LAS VEGAS	NV	89183-4654
INDUSTRIAL WASTE MGMT CONSULTI	7428 ROCKVILLE RD		INDIANAPOLIS	IN	46214
JACK BROWN	100 S SOUTH ST		BROOKSTON	IN	47923-8077
JACK WILKE	62758 HIGHWAY 291		NINE MILE FLS	WA	99026-9567
JACOB J KLIMEK	1090 RIDGE AVE		MANAHAWKIN	NJ	08050-5609
JAMES A SPOTTS	2545 EAGLE AVE		BATTLE CREEK	IA	51006
JAMES D FORREST	424 MOUNT PLEASANT RD		KINGSTON SPGS	TN	37082-9080
JAMES E DOBSON	243 JENNISON PLACE		BAY CITY	MI	48706
JAMES E FERGUSON	18 TURTLE LN		DAVISVILLE	WV	26142
JAMES E LEISING	8784 CHESTNUT RIDGE RD		GASPORT	NY	14067-9346
JAMES E TERNULLO	12 FILLMORE DR		BILLERICA	MA	01821-2107
JAMES E YATES SR	1728 WATER WELL RD		LUFKIN	TX	75901-2259
JAMES HENDERSON	7008 BECKER RD		SAINT LOUIS	MO	63129-5353
JAMES L BAILEY	2441 STATE ROUTE 21		PALMYRA	NY	14522
JAMES LITTLEJOHN	65 E LOCH LOMOND PL		TUCSON	AZ	85737
JAMES P HAPPL JR	5025 COVEVIEW DR		SAINT CLOUD	FL	34771-7966
JAMES P HUMMEL JR	6772 MILLFIELD RD NW		CANAL FULTON	OH	44614-9778
JAMES V COX	5585 LIV 418		LUDLOW	MO	64656-8140
JAMIE RICHARD E HAVEMEIER	206 4TH ST		NICOLLET	MN	56074-2085
JANETTE L OSMENT	1279 PHINISEE RD		GREENVILLE	MS	38701
JANUARY L LAWLESS	756 PITTSFIELD ST		PITTSFIELD	IL	62363-3030
JAVAN R STOLLER	14043 EBY RD		CRESTON	OH	44217-9663
JEFFREY HAYES	475 W BRENTWOOD ST		HIGHLAND PARK	MI	48203-1933
JEFFREY HAYNES	1914 5TH AVE SW	# 3	PUYALLUP	WA	98371
JEFFREY L CRAWMER	3045 ALI CT		HUNTINGTOWN	MD	20639-4107
JEFFREY L SMITH	1028 LISA RUN DR		KERNERSVILLE	NC	27284-2384
JEFFREY M HEITZ	306 S OAK ST		ANAMOSA	IA	52205-1556
JEROME F HAUSBECK	4705 LOCUST RD		SAGINAW	MI	48604-9563

**Amended List of Names and Addresses of Class Members Who Submitted Valid Requests For Exclusion From Settlement**

Name	Address	Address 2	City	State	Zip
JEROME J WALDERA	N31136 CHURCH HILL RD		ARCADIA	WI	54612-8297
JERRY GRIGGS	401 N ARKANSAS ST		PLAIN DEALING	LA	71064-3458
JERRY L AUBERT	2220 SW MILLERS GLEN DR		TOPEKA	KS	66614
JERRY L DICKEY	1533 E SNIDER ST		SPRINGFIELD	MO	65803
JERRY M BARTON	32 COUNTY ROAD 328		STONEWALL	MS	39363-9357
JERRY W KELLER	1110 N STATE ST		BROOKFIELD	MO	64628
JIMMIE L MARTIN	RR 2 BOX 2629		BIRCH TREE	MO	65438-9243
JIMMY J CROSS	PO BOX 672		LOVELY	KY	41231-0672
JIMMY WISE AND/OR ELLEN WISE	5890 LAKE DR		MOUNDS	OK	74047-5195
JOHN A BYRNES JR	87 BAKER AVE		WHARTON	NJ	07885-2110
JOHN A GETTY	1944 ACACIA AVE		RIFLE	CO	81650-3813
JOHN C COBB	317 E LAS GRANADAS		GREEN VALLEY	AZ	85614-2247
JOHN D CATLETT	281 GREEN MEADOW TRL		HOLLY LAKE RANCH	TX	75765-7471
JOHN D WATSON	1001 DOGWOOD DR		RAYMORE	MO	64083-9492
JOHN F WALDRON	350 EDMONT RD		PORT HENRY	NY	12974
JOHN G GRAEF	102 FIELD PL		MILFORD	PA	18337-9320
JOHN H ANDERSON	3 DENTON ST	BOX 101	LAKE PLEASANT	MA	01347-9810
JOHN H APPEL	22105 OAK LN		FLINT	TX	75762
JOHN J QUATTO	527 RICHTER HL		COLLINSVILLE	IL	62234-4247
JOHN L GRAHAM	2510 PARKRIDGE DR		CORINTH	TX	76210
JOHN R FINLEY	46677 HIGHWAY K		NORBORNE	MO	64668
JOHN TAYLOR	8401 SLATE RD		EVANSVILLE	IN	47720-7897
JOHN VALES	1767 COUNTY ROAD T		SWANTON	NE	68445-2607
JOHN W GILES	220 BRUCE DR		WASHOE VALLEY	NV	89704
JOHN W SMITH AND/OR	3496 N 367 RD		HOLDENVILLE	OK	74848
JONATHAN C DEEB	447 TIMBERCREEK ESTATES DR		SHARPSBURG	GA	30277-3596
JONATHAN D BAUMAN	1760 FIR RD		PASCO	WA	99301-8629
JONATHAN M PFEIFFER	470 BIRCH AVE		EATON	CO	80615-3577
JOSE M SAN PEDRO	1529 LAREDO ST		SAN BENITO	TX	78586-2627
JOSEPH C BRINE SR	426 N SAINT CLAIR ST		GIRARD	OH	44420
JOSEPH D RITENOUR	5210 BERKEY SOUTHERN RD		WHITEHOUSE	OH	43571-9217
JOSEPH G AYCOCK JR	401 DIXIE DR		SELMA	NC	27576
JOSEPH G KOEPKE	5151 MAPLE DR		GILBERT	MN	55741-8357

**Amended List of Names and Addresses of Class Members Who Submitted Valid Requests For Exclusion From Settlement**

Name	Address	Address 2	City	State	Zip
JOSEPH P EHLERS	1719 PICCADILLY PL		DAVENPORT	IA	52807-1121
JOY L COY	255 CORNWALL AVE		GRASS VALLEY	CA	95945-7116
JOYCE B AUSTIN	200 CIRCLE DR		QUINCY	FL	32351-4608
JUDY A ZIMMERMAN	2465 E 2450TH RD		MARSEILLES	IL	61341-9750
JULIA A PEPPMEIER	305 NE 2ND ST	PO BOX 34	DECATUR	IA	50067-7722
JUSTIN L MORGAN	3840 HIGHWAY 38		RUSSELLVILLE	AL	35654-9704
KAM SERVICE INC	11207 STATE ROAD 33		GROVELAND	FL	34736-9169
KAREN SNYDER	171 CADDY RD		ROTONDA WEST	FL	33947
KATIE E LEADY	15328 W STATE ROUTE 163		GRAYTOWN	OH	43432
KEITH JENKINS	24753 HARMONICA ST		BEVIER	MO	63532-2318
KENNETH O ROYSTON	8406 GREEN MOSS CT SE		OWENS X RDS	AL	35763-9773
KEVIN J GIERSEWSKI	7725 JACKPOT AVE		SPARTA	WI	54656-3647
KEVIN L HUNT	7161 W 5100 S		HOOPER	UT	84315-9750
KEVIN M FRENCH	1644 LYNDON RD		FRANKLINVILLE	NY	14737
KEVIN T MARTIN	336 SANTA ANNA ST		PORT ST JOE	FL	32456
KIMBERLY A MILLER	514 ELM ST		WATERVILLE	OH	43566-1354
KOLLERS AUTO REPAIRS	2290 WASSERGASS RD		HELLERTOWN	PA	18055-1241
KYLE M OLLANKETO	47543 SECOND ST		HOUGHTON	MI	49931
KYLE V CONTINI	4840 CREEK ROAD		VERNON	FL	32462-3116
LA VERNE H SCHOLL	5254 RIDGE OAK DR		MADISON	WI	53704-8570
LAKE D HARTLEY	104 S 1ST ST		WATHENA	KS	66090-1244
LAIRD S RAYBUCK	5139 ROUTE 36		SIGEL	PA	15860-3141
LANDON MILLER	12981 COUNTY ROAD 20		MIDDLEBURY	IN	46540-9708
LANNY E SEATON	1309 TIGER EYE CIR		HORSESHOE BND	AR	72512
LARRY G DAMAK	N784 KOCH RD		SHARON	WI	53585
LARRY GRAF	1531 SHARLOH LOOP	APT 5	BISMARCK	ND	58501-7700
LARRY HARTLEY	209 GREENWAY DR		FLEMINGSBURG	KY	41041-1215
LAWRENCE E PETERSEN	3821 SUMMERVIEW DR		SAINT CHARLES	MO	63304-2660
LAWRENCE P KILZER	216 MAIN ST	APT 6	BUTLER	NJ	07405-1045
LEONA M WIENHAUS	29840 COTTONWOOD AVE		SALISBURY	MO	65281-2585
LEROY MCCOY	309 RIDGE RD		CHERAW	SC	29520-6314
LEWIS E RUDISILL	209 TOMBERLIN RD		MOUNT HOLLY	NC	28120-2034
LEWIS L LAKE	8840 NASHVILLE AVE		OAK LAWN	IL	60453

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Name	Address	Address 2	City	State	Zip
LEWIS M COY	5820 MURRAY DR	APT F47	HANAHAN	SC	29410-2863
LISA M LEWIS	534 SIMMONS DAIRY RD		CORDELE	GA	31015-9023
LITTLE RIVER WOOD CO INC	10912 NEWBERRY RD		WINNSBORO	SC	29180-7753
LOIS D DUNCAN	1053 OLD 179 N		WHIGHAM	GA	39897
LORETTA KENZEL	2198 US ROUTE 9		KINDERHOOK	NY	12106
LORI C PILUS	71 PINE TREE TER		S BURLINGTON	VT	05403
LOURDES A HERNANDEZ	16501 SW 47TH ST		MIAMI	FL	33185-5276
LUCILLE WALKER	HC 1 BOX 592		ZALMA	MO	63787-9713
MAHALA C ANDERSON	413 RUSSELL ST		WRENS	GA	30833-1053
MALCOLM P NASH	305 W PARRIS AVE		HIGH POINT	NC	27262
MARCO A MATA	409 SUNSET AVE		ALAMOGORDO	NM	88310-4146
MARCUS G MEYER	5325 COUNTY ROAD 166		ALVIN	TX	77511
MARICEL DUCASSI	14546 SW 94TH LN		MIAMI	FL	33186
MARILYN L MILLER	417 W MILLER ST		APPLETON CITY	MO	64724-1523
MARK CAMPAGNOLI	24950 WARD ST		DEARBORN	MI	48124
MARK D CONTRATTO	406 SANS SOUCI DR		AURORA	IL	60506-5244
MARK E BRADY	107 PRICE LN		PINETOWN	NC	27865
MARK H GOLINICK	4641 COUNTY ROAD MM		ORLAND	CA	95963
MARK HERZOG	28683 CANYON OAK DR		HIGHLAND	CA	92346-5346
MARVIN E JOHNSON	303 FLEETWOOD DR		PAPILLION	NE	68133
MARY G LEINS	217 LIVE OAK LN		LARGO	FL	33770-4074
MATTHEW B PRICE	185 JOHN COURSEY RD		ELLABELL	GA	31308-4507
MAURICE A CASHMAN	1266 KELSO RD		COUNCIL GROVE	KS	66846-8544
MAYES COUNTY SHERIFFS DEPT	1 COURT PL	STE 150	PRYOR	OK	74361-2468
MCFADDEN RANCH	23652 VIA HALCON		TRABUCO CYN	CA	92679
MEREDITH A SCHOCH	1111 4TH AVE		PLATTSMOUTH	NE	68048-2036
MICHAEL A HABEL JR	45521 LILAC LN		BELLEVILLE	MI	48111-2419
MICHAEL H MATHENY	1008 N 7TH ST		LAMESA	TX	79331
MICHAEL J JONES	1302 E FANNIN ST		MARSHALL	TX	75670
MICHAEL KING	3657 CHRIS AVE		HENDERSON	KY	42420-9774
MICHAEL L CLARKE	1801 MAIN ST		BLOOMSBURG	PA	17815-8842
MICHAEL L SPRAY	11416 STATE ROUTE 118		VAN WERT	OH	45891
MICHAEL N HAISLIP	7384 AURELIAN SPRINGS RD		HALIFAX	NC	27839-9235

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Name	Address	Address 2	City	State	Zip
MICHAEL W PIERSON	624 CHOLLA PL SE		ALBUQUERQUE	NM	87123-4102
MICHAEL W TAYLOR	311 CIRCLE DR		CREAL SPRINGS	IL	62922-3872
MICHELLE J PLAGGEMEYER	4311 PHEASANT RUN DR		HUDSONVILLE	MI	49426
MOLINE POLICE DEPT	1640 6TH AVE		MOLINE	IL	61265-2102
MORRIS B HOGARD	26883 HOKKANEN RD		ONTONAGON	MI	49953-9108
NATHAN D RITCHIE	3129 HOLLY BERRY LN		JACKSONVILLE	FL	32277-3654
NEIL L SAVILLE	109 RUSSELL ST		LARAMIE	WY	82070-4447
NETTIE M LEWIS	488 MATHIS RD		CORDELE	GA	31015
NICHOLAS A HORTON	47 METACOMMETT DRIVE		ATTLEBORO	MA	02703
NICOLE TONN	2216 FENWICK VILLAGE DR		SAVANNAH	GA	31419
NIKIGIOVONIE ROGERS	PO BOX 4406	UNIT A	SANTA ROSA	CA	95402
NORMAN A CHARLES	52 ADAMS ST NW		WASHINGTON	DC	20001-1026
NORMAN LEWANDOWSKI	181 FRANKLIN RD		KINGSLEY	PA	18826
NORMAN W GADDIE	1611 E CARAMILLO ST		COLORADO SPGS	CO	80909-2859
PAMELA CHURCH	143 OLIVER EDWARDS RD		JONESBOROUGH	TN	37659-6536
PARIDE J BIZZARRO	4701 UTOPIA PKWY		FLUSHING	NY	11358
PATRICIA A FLESCNER	PO BOX 1010		TRINIDAD	CA	95570-1010
PATRICIA A MILITELLO	PO BOX 25		FARNHAM	NY	14061
PATRICIA A SURAT	26678 352ND AVE		PUKWANA	SD	57370-6815
PATRICK F FUNK	2397 GUN HOUSE HILL RD		HOBART	NY	13788-2227
PATRICK J FUEHRER	3170 MILL CREEK DR		STEVENS POINT	WI	54481
PAUL N HIXENBAUGH	9095 PICABO RD		CASCADE	CO	80809
PAULINE S BOHANNON	4233 COOPER LN		JACKSON	LA	70748-3902
PERRY & PAT ROULSTON FAMILY REVOCABLE TRUST	13742 HIGHWAY 99		KONAWA	OK	74849-4020
PHILIP SOBEY	4206 VERDE VIS		GEORGETOWN	TX	78628
PHILLIP MAGERUS	3809 SW 29TH ST		OKLAHOMA CITY	OK	73119-1249
PHILLIP T LEWIS	534 SIMMONS DAIRY RD		CORDELE	GA	31015-9023
QUALICARE LANDSCAPE SERVICES I	414 HOLFORDS PRAIRIE RD #1C	STE C # 1C	LEWISVILLE	TX	75056
QUENY Y MORALES	720 HIGHLANDER AVE		LA HABRA	CA	90631-3719
R B INGLISH	3904 MARSHALL ST		VERNON	TX	76384-5028
RAICE DAVIDSON	PO BOX 85		BATESVILLE	TX	78829-0085
RANDALL D CLARK	19400 E 6TH ST N		INDEPENDENCE	MO	64056-2232



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Name	Address	Address 2	City	State	Zip
RAYLEEN M ORLANDO	1426 ARTHUR AVE		LAKEWOOD	OH	44107-3802
RAYMOND C ARMSTRONG	22415 LADERA LN		LAND O LAKES	FL	34639-3964
RAYMOND F CORREIRO	60 LEWIS ST		TIVERTON	RI	02878
RENTAL CENTER INC	1177 BROAD ST		SUMTER	SC	29150
RICHARD A WORCESTER	274 OLD TOWN FRM WAY		E WALLINGFORD	VT	05742
RICHARD BOYER	56521 DUARTE ST		YUCCA VALLEY	CA	92284
RICHARD D HOLT	464 HOLLIS ST		DUNSTABLE	MA	01827-1502
RICHARD G HAMILTON	1105 COUNTY ROAD 1460		QUITMAN	TX	75783-4534
RICHARD J GOLINVAUX	3360 WOOD DUCK DR NW		PRIOR LAKE	MN	55372-3203
RICHARD J MARTIN	2379 205TH ST		INDEPENDENCE	IA	50644-9384
RICHARD N WEISMAN	5596 COUNTY ROAD 44		SOUTH HAVEN	MN	55382-9340
RICHARD S MOE	127 S 8TH ST		COCHRAN	GA	31014-7841
RIVERCOM 911	PO BOX 3344	# 3	WENATCHEE	WA	98807
RMC INC	10766 MYERS WAY S		SEATTLE	WA	98168
ROBERT CAMERON	30571 CONCORD CT	APT B	ROSEVILLE	MI	48066-7332
ROBERT D FERGUSON JR	8017 HILLSHIRE CT		ANCHORAGE	AK	99504
ROBERT D MILLER	203 LARK ST		AMARILLO	TX	79124
ROBERT E DEGLER	270 RED CHURCH RD		AUBURN	PA	17922-9796
ROBERT H TAIT	19 LEDYARD RD		WINDSOR LOCKS	CT	06096
ROBERT J WILSON	934 SUMMERFIELD DR		NAPLES	FL	34120-1415
ROBERT L NEWSOME	3710 CASTLE PINES LN		ALBANY	GA	31721
ROBERT M GERBER	PO BOX 157		WALNUT CREEK	OH	44687
ROBERT M LEBARRON	110 COTHERMAN DR		LAKE GEORGE	NY	12845-7441
ROBERT N FELDMAN	509 E ROBERTS ST		NORRISTOWN	PA	19401
ROBERT R LOWERY	13850 SE 20TH ST		MORRISTON	FL	32668
ROGER A MOE	421 QUEENAN AVE S		LAKELAND	MN	55043
ROGER E MEEKER	PO BOX 49		AVOCA	AR	72711-0049
ROGER E PAYNE	12602 SHOEMAKER RD		EXCELSIOR SPG	MO	64024-5265
ROGER K TERPENING	388 GREEN ST		SPRINGPORT	MI	49284-9536
RONALD A BARMAN	8513 RIDGEWOOD RD		ROCK ISLAND	IL	61201
RONALD A KREBSBACH	2110 VALLEY PARK RD		FENTON	MO	63026
RONALD A LITTLEFIELD	706 W 1950 N		WEST BOUNTIFUL	UT	84087-1103
RONALD C WATERFALL	504 S 4TH ST		MILBANK	SD	57252

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Name	Address	Address 2	City	State	Zip
RONALD DAVIDSON	3399 LOREN DR		JACKSON	MI	49203-4921
RONALD J CHIAVACCI	318 ALDER ST		SCRANTON	PA	18505-1202
RONALD J GUTH	1541 MAPLE ST		MORRISDALE	PA	16858
RONALD L MARTIN	308 7TH ST		GLENWOOD	MO	63541
RONALD PILE	1509 CONCORD ST		LOWELL	AR	72745
ROSA LETA ADAMS-KRAUSE	HC 3 BOX 32A		HOOVER	OK	73945-9519
ROSS A UPSTON	51420 SHORTS ROAD		LEONIDAS	MI	49066
RUBEN HINOJOSA	1935 S FM 2191		FALFURRIAS	TX	78355-5772
RUDOLPH JOHNSON	3307 JACKSON AVE		TYLER	TX	75705
RUDOLPH O FREY	2050 WILLOW WAY		SAN BRUNO	CA	94066
RUSSELL A CLARK	2225 SHROPSHIRE AVE		FORT COLLINS	CO	80526
S&J CONSTRUCTION SPECIALISTS LLC	PO BOX 2543		SAPULPA	OK	74067-2543
SAMANTHA D WATT	835 EAST SNOW CREEK ROAD		JORDAN	MT	59337-9625
SAMMY L CLEMONS	1325 SIX FLAGS DR	APT 308	AUSTELL	GA	30168-7069
SAMUEL SMITH	225 GALAHAD LP RD		WOODVILLE	TX	75979-7361
SARAH E JOHNSON	1608 N STEVEN DR		HOBBS	NM	88240-4213
SCOTT A HAMMOND	5108 S WOODWIND AVE		SIOUX FALLS	SD	57108-5122
SCOTT M MYREHN	4846 E FIFTH ST		CARSON CITY	NV	89701
SEAN HAWK	3266 MERIDIAN RD		MITCHELL	IN	47446-6951
SHOSO HANAMOTO	546 MIRAMONTE AVE		MORGAN HILL	CA	95037
SILVER SURFER TRANSPORTATION CO, LLC	2549 SYCAMORE CANYON ROAD		SANTA BARBARA	CA	93108-1936
SOUTHGATE COMMUNITY SCHOOL DIS	14600 DIX-TOLEDO ROAD		SOUTHGATE	MI	48195-1891
SPARK VIEW CORP	349 OLD MILL RD		VLY COTTAGE	NY	10989-1537
STACI BLANKENSHIP	118 COUNTY ROAD 4091		JONESBORO	AR	72404-8866
STEPHEN OLKOWSKI JR	104 OAKMONT CIR		NEW BERN	NC	28562
STEPHEN WIDAU	10689 DARNEAL DRIVE		FOUNTAIN	CO	80817
STEVEN C LOVE	PO BOX 260		HEALY	AK	99743-0260
STEVEN F JOHNSON	916 N GREENFIELD AVE		WAUKESHA	WI	53186-5227
SUMNER COUNTY BOARD OF EDUCATI	1500 AIRPORT RD		GALLATIN	TN	37066-3792
TERRI TARR	2821 N SHERMAN ST		EVANSVILLE	IN	47711-3347
TERRY L GILMORE	402 N SPRUCE ST		SAINT MARYS	OH	45885-1745
THERESA G BRINKER	4505 NE GATEWAY DR		LEES SUMMIT	MO	64064-7859

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Name	Address	Address 2	City	State	Zip
THOMAS E THIES	8308 MARQUETTE AVE NE	APT 1	ALBUQUERQUE	NM	87108-2488
THOMAS J BERESFORD	8542 RIDGECREST DR		WEST CHESTER	OH	45069-3221
THOMAS J TROJNAR	10642 W SILVER LAKE DR		FRANKFORT	IL	60423-7930
THOMAS P DURFEE	15911 MACARTHUR		REDFORD	MI	48239-3983
TIMOTHY REAGAN	1700 SE 4TH ST		SMITHVILLE	TX	78957
TNT WELDING	54047 115TH ST	# 277	STORY CITY	IA	50248-8502
TOM J ERNSTING	30632 521ST AVE		WINTHROP	MN	55396-2081
TONI L MAYO	1903 LOCUST AVE		SHASTA LAKE	CA	96019
TONY J FELTY	456 S MACARTHUR AVE		PANAMA CITY	FL	32401
TOWN & COUNTRY AUTOBODY & SALE	315 S 4TH ST		ONEILL	NE	68763-1817
TOWN OF CHESTER HWY DEPT	77 LAROE RD		CHESTER	NY	10918-1484
TRU BILT FARM & COMMERCIAL	9328 FOYT RD		MARION	IL	62959
V J & P A DALLAROSA REVOCABLE LIVING TRUST	521 SKYLARK DR		OKLAHOMA CITY	OK	73127-6066
VENITA L FINHART	6735 COUNTY ROAD 108 SW		STEWARTVILLE	MN	55976-8337
VERL BOREN	PO BOX 37		BEDROCK	CO	81411-0037
VIVIAN L RIEBELING	20732 HADLEY RD		FOLEY	AL	36535-3048
WALTER R LONG	PO BOX 22		MC EWEN	TN	37101-4642
WALTER S ELLIS	14440 GILBERT RD		ALLENTON	MI	48002
WANDEEN SAKIEWITZ	801 CARLOS PARKER BLVD SE		TAYLOR	TX	76574-1286
WARREN P DAIGLE JR	608 LEO ST		PATTERSON	LA	70392-4127
WARREN R & VIRGINIA L WYNN	3441 HEMLOCK LN		OKLAHOMA CITY	OK	73120-5601
WARREN R ROCKWOOD	322 COLE RD		FULTON	NY	13069-4753
WASSER & WINTERS CO	PO BOX 396		LONGVIEW	WA	98632-7252
WAYNE B KNOTSON	902 VERNON DR		COPPERAS COVE	TX	76522-4723
WAYNE HOLMAN	3154 CANTERBURY LN		PORT NECHES	TX	77651-6217
WAYNE K LEHMAN	19153 WELLS FERRY RD		BETTENDORF	IA	52722-7329
WENDELL E SHAFFER	318 KYLE RUN RD		FALLS CREEK	PA	15840-1908
WESLEY R BOYD	92 CANTERBURY LN		JOPLIN	MO	64801-1567
WILEY & JUDITH RISLEY REV TRST	2104 SILVERTREE LN		EDMOND	OK	73013-2860
WILLIAM C GRIFFIS	23483 FARM ROAD 2238		SHELL KNOB	MO	65747-7436
WILLIAM C WISEHART	200 MEADOW VIEW DR		MAMMOTH LAKES	CA	93546
WILLIAM D BURNSIDE	51 SENECA TRL		MONTROSE	WV	26283

Second Supplemental Declaration of Linda Webster--Exhibit A

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Name	Address	Address 2	City	State	Zip
WILLIAM D TEDDLIE	67 COUNTRY WAY		MAXWELL	TX	78656-4356
WILLIAM G MARTINEAC	39284 WADE RD		ROMULUS	MI	48174-1038
WILLIAM H SMITH	22877 FOUR S LN		JULIAETTA	ID	83535
WILLIAM L SEARS	1131 HIGHLAND FARMS DR		WENTZVILLE	MO	63385
WILLIAM R RUSSELL JR	6315 LAKEBEND CT		GREENSBORO	NC	27410
WILLIAM W MYERS JR	5815 BONNIE VIEW LN		ELKRIDGE	MD	21075-5225
WILLIAM WOS	3684 S MEMORIAL SHOREWAY DR		LKSID MARBLHD	OH	43440-2368
YAKIMA TIETON IRRIGATION DIST	470 CAMP 4 RD		YAKIMA	WA	98908-8812